

Cwm Connell Coastal Cottages – Terms & Conditions

When you make a booking using our online reservation system you will receive an automatically generated booking summary, by email, to the email address you provided in the booking form. This does not form a contract between us. A contract shall only arise when we here at Cwm Connell Coastal Cottages personally confirm your booking by email.

A 30% deposit is required to secure your booking with the balance payment then due 28 days prior to the start date of your holiday. If you are booking within 30 days prior to the start date of your holiday then a full payment is required. No cottage can be reserved for any length of time without a 30% deposit payment.

CONTRACT. The contract for a short-term holiday rental will be between Cwm Connell Coastal Cottage owners (referred to as, us or we) and the person making the booking and all members of the holiday party (referred to as, you or your) in the following booking conditions. UK law will govern the contract. The contract of hire is not effective until we have received the deposit. The contract will be subject to these terms & conditions and must be complied with. The party leader must be 18 years of age at the time of booking and the booking form must list names and ages of your party. The named booker is responsible for all payments & must ensure that accompanying guests abide by these Terms & Conditions.

PAYMENT. Bookings are confirmed on receipt of the deposit of 30% of the holiday cost, cottages will not be reserved for any length of time without a deposit payment. The balance of the rental will be due for payment 30 days prior to the holiday commencement date and we reserve the right to cancel a holiday where payment has not been received 28 days before the commencement date. If the booking is made within 30 days of the holiday start date then the full rental payment will be required.

CANCELLATION.

If Your booking has to be cancelled because Cwm Connell Coastal Cottages is put under Government Restrictions and has to close and the period of closure covers Your booking then **You will be refunded monies paid in full**. No additional compensation, expenses or costs will be payable.

In the event that Your given address is put into Local/Regional Lockdown, rendering You unable to travel, and the period of restriction covers your booking then **You will be refunded monies paid in full**. No additional compensation, expenses or costs will be payable.

If your booking has to be cancelled because Cwm Connell Coastal Cottages has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers Your booking then **You will be refunded monies paid in full**. No additional compensation, expenses or costs will be payable.

Customer inability (or the inability of any, some or all of Your intended party) or disinclination to travel to and stay at Cwm Connell Coastal Cottages for any reason.

This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at Your risk and do not give rise to a right to cancel or to receive a refund unless We re-let the property, other than according to the sliding scale below. **You are strongly recommended to take out UK travel insurance to cover these eventualities. If You choose not to take out UK travel insurance, then You accept responsibility for any loss that You may incur due to Your cancellation.**

Cancellations must be notified to Cwm Connell Coastal Cottages by phone and email and once received in writing we will confirm the cancellation request to You.

Cwm Connell Coastal Cottages will apply the following scale to determine the amount of the charge due, which shall be a percentage of the total cost of the holiday. *

Number of days before the holiday start date that notification of cancellation is received*;

More than 30 days	5% of the booking value, payable by customer
20 to 29 days	50% of the booking value, payable by customer
12 to 19 days	75% of the booking value, payable by customer
4 to 11 days	90% of the booking value, payable by customer
0 to 3 days	100% of the booking value, payable by customer

*In order to ensure a speedy receipt and thereby processing, of cancellations, Cwm Connell Coastal Cottages recommends that the Customer sends written notification of cancellation by email requesting confirmed receipt. The effective date of cancellation is when written notification is received by Cwm Connell Coastal Cottages. Any amounts due for refunding will be actioned on the last date of Your booking.

On receipt of the cancellation, the above chart states the amount that the Customer remains liable for at that point in time. Cwm Connell Coastal Cottages will then use reasonable endeavors to obtain a replacement booking. In the event that Cwm Connell Coastal Cottages is successful in obtaining a replacement booking, Cwm Connell Coastal Cottages will refund to the Customer the total amount paid by the Customer for the booking less the 5% Booking Fee and less the difference in price between the Customers' booking and the replacement booking, if one is made.

For example: A £1000 booking, fully paid, cancelled and re-let for £900, means that the original Customer will be refunded as follows, £1000 – 5% booking fee equals £950, – £100 rebooking shortfall, = Refund of £850.

HOLIDAY / TRAVEL INSURANCE. It is the responsibility of the Customer to acquire suitable travel insurance for themselves and their party to cover the booking. Cwm Connell Coastal Cottages strongly recommends that the Customer acquires suitable insurance to cover circumstances beyond the Customers' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness – including Covid and shielding, family emergencies and travel delays.

Covid is also now a known risk and it is possible for you to insure your holiday against it. This can include the customer or any of the party having Covid, the customer or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party.

There are several options which include cover for Covid related cancellations available from organisations like Trailfinders: <https://www.trailfinders.com/insurance#/step1> or <https://www.gocompare.com/travel-insurance/>

PERIOD OF HIRE. You should arrive after 4pm on the commencement date, check out is at 10am at the latest on the departure date. Check out later than 10am will be charged a further day's rental.

You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties.

You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period

NUMBER OF PERSONS USING THE PROPERTY: Under no circumstances may more than the maximum number of persons stated on your booking form and our website occupy the property booked. We reserve the right to refuse admittance or terminate your holiday without reimbursement if this condition is not observed. We permit only the lead guest/booker and members of the stated party at the time of booking to occupy the property and/or grounds for license/insurance restrictions.

ILLNESS No guest can remain on site if they are suffering from a contagious disease/virus. No stay can be extended to any guest suffering any illness. Any guest with a suspected illness should seek medical help at home. No guest may quarantine at Cwm Connell Coastal Cottages and reimbursement will not be made for dates not taken. All guests have a duty of care to advise us, the owners, when an illness occurs. Any guests within the same cottage must vacate the cottage at the same time.

GROUP BOOKINGS A maximum of 3 cottages may be booked by the same party. For larger groups all 7 properties must be booked. If a cancellation is necessary, then 4 cottages must be cancelled. No large groups can book a number of 4,5 or 6 cottages. One lead booker to be responsible for all payments.

LIABILITY. Cwm Connell Coastal Cottages, its employees and its representatives, shall not be liable to you or your party for loss or damage to any personal property howsoever arising. You must take all necessary steps to protect and safeguard your personal property.

CARE OF THE PROPERTY You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighboring properties. Smoking is not allowed in any of the cottages. Fireworks, Chinese lanterns, dye (including hair dye) and felt pens must not be used in the cottage booked. We reserve the right to charge for any breakages or damage to the property and you accept full liability for any damages and agree to pay sums due as advised by us on demand.

HOT TUB and SAUNA are usually available to all our guests free of charge. Please take care when using this facility and follow rules on signs in the area. The spa area is occasionally closed for service and repair and we specifically reserve the right to shut the spa to guests should electricity prices become prohibitive in our opinion. If for any reason we can't offer this facility, there will be no refund or compensation offered by the owners.

PETS No pets other than dogs are permitted. We do not accept puppies under six months, unless they are crated. Dogs are not permitted in the bedrooms and you must protect all soft furnishings with throws/covers. Dogs must be fully house trained and kept on a lead at all times when within the shared grounds of the property. Your dog must not be allowed to foul the gardens, interfere with neighboring farm stock or the enjoyment of the holiday of other visitors. Your dog must not be left unattended within the cottage for longer than 2 hours. If left your dog must be contained within a hallway/porch and not left to roam the cottage. You must advise us, the owners, if you are leaving your dog unattended and You provide us with the ability to contact You whilst you are absent.

RIGHT OF ENTRY We shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

COMPLAINTS Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you advise us immediately to give us the chance to resolve it. We value your custom and would like you to return.

LAW Any disputes you may have with us are dealt with by the Courts of England & Wales only.